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June 1, 2010

**Via Electronic & U.S. Mail**

Becky Blais  
Maine Department of Environmental Protection  
Bureau of Land & Water Quality  
17 State House Station  
Augusta, Maine 04333-0017

Re: Calais LNG Project Company, LLC and Calais Pipeline Company, LLC  
SLODA Section 2 Addendum: Right, Title or Interest

Dear Becky:

Section 2 of the Site Location of Development Act ("SLODA") requires an applicant to provide evidence of sufficient right, title or evidence to the property it seeks to develop. Appendix 2-A of Calais LNG's SLODA application currently includes copies of option agreements for two adjoining parcels comprising the proposed Terminal Site. In particular, Appendix 2-A6 contains an option between Calais LNG Project Company, LLC and Mr. David Brown, which expires on September 30, 2010.

This option has been extended until September 30, 2012. I have enclosed a redacted copy of this extension agreement as an addendum to Calais LNG's Site Location Application, Appendix 2-A6.

Very truly yours,



David B. Van Slyke

DBV/jac  
Enclosure

FIRST AMENDMENT TO  
OPTION AGREEMENT

THIS FIRST AMENDMENT (this "Amendment"), dated as of April 29, 2010, by and among **DAVID A. BROWN**, of Calais, County of Washington, State of Maine (the "Optionor"), and **CALAIS LNG PROJECT COMPANY, LLC**, a Delaware limited liability company with a place of business in Cutler, County of Washington, State of Maine ("Optionee");

W I T N E S S E T H

**WHEREAS**, Optionor and Optionee are parties to that certain Option Agreement, made and entered into on September 22, 2007, recorded in the Washington County Registry of Deeds Book 3340, Page 66 (the "Original Agreement"); capitalized terms used in this Amendment and not defined herein shall have the meaning assigned in the Original Agreement), pursuant to which Optionor granted Optionee the Option; and

**WHEREAS**, the Original Agreement provides that the Option currently expires as of 4:30 p.m. on September 30, 2010; and

**WHEREAS**, Optionee and Optionor desire to amend the Original Agreement as set forth herein;

**NOW, THEREFORE**, for one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and based on the mutual covenants herein, the parties hereby agree as follows:

- A. Amend the Second Paragraph of the Original Agreement by [REDACTED] to a total of [REDACTED]
- B. Section 1 of the Original Agreement is hereby deleted in its entirety and inserting in its place the following:
  - 1. Term of the Option. The term of the Option commenced as of 4:31 p.m. September 30, 2007 and shall expire as of 4:30 p.m. on September 30, 2012.
- C. The first sentence of Section 2 of the Original Agreement is hereby deleted in its entirety and inserting in its place the following:
  - 2. Semiannual Payments to Preserve Option. Optionee has made a payment to Optionor in the amount of [REDACTED] on each of the dates of October 1, 2007, March 31, 2008, October 1, 2008, March 31, 2009, October 1, 2009 and March 31, 2010 in accordance with the Original Agreement. Commencing on October 1, 2010, and continuing on March 31, 2011,

October 1, 2011, and March 31, 2012, Optionee shall pay Optionor the sum of [REDACTED] in immediately available funds to preserve the Option granted hereby.

C. Except as expressly amended by this Amendment, the Original Agreement remains unmodified and in full force and effect.

E. This Amendment may be signed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be executed and delivered by its duly authorized representative.

CALAIS LNG PROJECT COMPANY, LLC

[Signature]  
WITNESS

By: [Signature]

Name: JOHN E. LUKE

Title: VICE PRESIDENT

Martha Montepo  
WITNESS

David A. Brown  
DAVID A. BROWN

STATE OF New York  
COUNTY OF Richmond / NY, SS.

April 29, 2010

Before me personally appeared the above named JOHN E. LUKE, in his/her capacity as VP of Calais LNG Project Company, LLC and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Calais LNG Project Company, LLC.

Before me,

[Signature]

Notary Public/Attorney at Law

Print name: SUSAN CATANZARO

<p>SUSAN CATANZARO Notary Public, State of New York No. 01CA6044954 Qualified in Richmond County Registered in New York County My Commission Expires July 17, 2010</p>
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STATE OF Maine  
COUNTY OF Washington, SS.

April 29, 2010

Before me personally appeared the above named David A. Brown and  
acknowledged the foregoing instrument to be his free act and deed.

Before me,

Martha McIntyre  
Notary Public/Attorney-at-Law  
Print name: Martha McIntyre

MARTHA MCINTYRE  
Notary Public, Maine  
My Commission Expires October 21, 2011